

**CAPITAL EQUIPMENT GRANT
APPLICATION AGREEMENT/ REIMBURSEMENT REQUEST
2004-2005**

MAINE DEPARTMENT OF CONSERVATION
BUREAU OF PARKS AND LANDS
OFF ROAD VEHICLE DIVISION

NAME OF SNOWMOBILE _____
CLUB/MUNICIPALITY/COUNTY _____
ADDRESS _____
CITY _____ ZIP _____

**THIS GRANT APPLICATION IS DUE ON OR BEFORE
DECEMBER 31, 2004
(PAYOUT IS MAY 2005)**

Capital Equipment reimbursements will be based on the total cost of all requests that the Bureau of Parks & Lands approves and the funding available in the Capital Equipment Grant Fund.

The Bureau may reimburse applicants a percentage of capital equipment purchases from the Snowmobile Program's special capital equipment allotment. The percentage of reimbursement is determined annually by dividing the total revenue available for the year by the total dollar amount of all equipment purchases approved for reimbursement. The percentage is then applied to each approved purchase to determine the dollar amount of an individual grant.

The Off-Road Vehicle Division reserves the right to accept or reject all grant applications.

General Eligibility Requirements

The grant program is available to any political subdivision or an incorporated snowmobile club that participates in the bureau's trail grooming program (hereinafter referred to as "applicant" or "grantee").

To be eligible for the grant program, a snowmobile club must be incorporated and register with the Bureau's Snowmobile Program. Registration is done by providing the Bureau a completed copy of the organization's "Request for Taxpayer Identification Number" (IRS Form W-9) by December 1st to be eligible for grants awarded during the current winter season. The snowmobile club is also required to provide an Officer Update Form to the Bureau annually.

FOR OFFICIAL USE ONLY

ID
NUMBER: _____ Approp. # **014-04A-8230-822-** Amount: \$

Approved By: _____

Amount of Grant

- (1) The Bureau shall reimburse applicants a percentage of the capital equipment purchase cost from the Snowmobile Program's capital equipment fund. The percentage of reimbursement is determined by comparing the money available in the fund as of May 1st of the year the grant is awarded, to the total cost of all equipment purchases approved for reimbursement. The resulting percentage is then applied to each approved purchase to determine the dollar amount of an individual grant. An applicant may request a grant for more than one piece of equipment in a year. The disbursement of funds is always subject to the availability of sufficient moneys in the Bureau's account for this purpose.
- (2) Equipment purchased under the program must cost a minimum of \$3,000 to be considered under the Capital Equipment program. For purchases made after January 1, 2003 the Bureau will subtract the value of any trade-in and any other government grants from the total cost before calculating the amount of the grant.

Application and Reimbursement Process

- (1) The Bureau's Off Road Vehicle Division administers the grant program. All correspondence and applications forms must be submitted to:

Maine Department of Conservation, Bureau of Parks and Lands
Off Road Vehicle Division
Capital Equipment Grant Program
SHS # 22
Augusta, ME 04333-0022
- (2) The applicant must complete and submit the following documents:
 - (a) Capital Equipment Reimbursement Request form (supplied by Bureau);
 - (b) A legible photocopy of the receipt for the purchase of the equipment giving the date of purchase; buyer and seller's names; description of equipment; purchase price, and a description of, and amount credited for a trade in of grooming equipment;
 - (c) A photograph of the equipment;
 - (d) The amount, if any, of any other government grants awarded for the purchase of the equipment
- (3) Only expenses for capital equipment purchased from January 1 through December 31st of the current calendar year, qualify for reimbursement.

The Bureau will review the request, calculate the appropriate grant amount, and reimburse the grantee under the terms of the agreement, or deny the application for cause.

RETURN ALL FOUR (4) PAGES

Terms and Conditions of Application/Agreement

By applying for the Capital Equipment grant, the applicant agrees to the following conditions:

- A. The applicant and any associated officer or elected official, ensure, and will continue to ensure, that the equipment purchased is maintained in a safe condition, in good repair, stored at a protected site and used for the sole purpose of winter grooming of snowmobile trails that are open to the general public at no cost.
- B. Landowners and tenants who give permission to use the land have been notified the trails must be open at no cost to the general public for snowmobile use.
- C. The Bureau has the sole discretion to determine if expenditures are reasonable and whether the grantee has complied with the terms of the agreement and all applicable laws, rules, and regulations.
- D. The State shall have no responsibility for the use, maintenance, or fitness of the equipment. The applicant agrees not to assign, transfer, lease or encumber its rights or obligations under the agreement, without the Bureau's prior written consent. The applicant shall indemnify, defend, and save the State and its employees harmless from and against any claims, losses, liabilities, costs, expenses, damages or other obligations of any nature in any way arising out of the use, operation, maintenance, or repair of equipment.
- E. The State may at any time inspect any facilities or equipment used in connection with the agreement.
- F. The grant period covers four years from the date on the purchase receipt. The grantee must notify the bureau in writing within 30 days of any sale, trade, destruction or abandonment of equipment purchased under the grant program.
- G. If a grantee ceases to participate in one of the bureau's Snowmobile Trail Maintenance Programs, or the grantee's organization disbands without forming, or being absorbed into another participating organization, the grantee must reimburse the bureau twenty-five percent of the grant for each year, or portion of a year, remaining in the four year grant period. If the grantee otherwise violates the terms of the grant agreement, these rules or other applicable laws, the grantee shall repay the Bureau upon its demand the entire amount granted together with interest thereon at 6%. No new grants will be issued until the grantee repays the grant amount as required by this paragraph.
- H. If a piece of equipment is replaced within the grant period, the new replacement is not eligible for a grant. However, the reimbursement provisions under section G apply to the replacement equipment until the original four year grant period expires.
- I. The club must be legally incorporated with the Secretary of State, Bureau of Corporations, Elections and Commissions and in good standing

RETURN ALL FOUR (4) PAGES

REQUEST MUST BE POSTMARKED NO LATER THAN DECEMBER 31ST

PLEASE COMPLETE THE FOLLOWING INFORMATION:

Equipment 1: Price: \$ _____

Equipment 2:
(If applicable) Price: \$ _____

Equipment 3:
(If applicable) Price: \$ _____

Amount of trade in: \$ _____

Amount (if any) of other grants received: \$ _____

Total Cost (minus trade in or grants): \$ _____

EQUIPMENT 1

TYPE MACHINE: _____ DATE OF PURCHASE: _____

MAKE: _____ MODEL NUMBER: _____

YEAR: _____ SERIAL NUMBER: _____

PRICE: _____

EQUIPMENT 2 (if applicable)

TYPE
MACHINE: _____ DATE OF PURCHASE: _____

MAKE: _____ MODEL NUMBER: _____

YEAR: _____ SERIAL NUMBER: _____

PRICE: _____

EQUIPMENT 3 (if applicable)

TYPE
MACHINE: _____ DATE OF PURCHASE: _____

MAKE: _____ MODEL NUMBER: _____

YEAR: _____ SERIAL NUMBER: _____

PRICE: _____

Please enclose copies of receipts and photographs of all equipment

Retain all supporting materials (bills and invoiced) for these expenditures to permit us to substantiate should it become necessary.

We, the undersigned, hereby certify that the costs reported on this form are true and accurate expenses incurred by this organization and are in compliance with the terms of the Capital Equipment Grant-In-Aid Agreement.

DATE

**NAME OF ORGANIZATION
(Club/Municipality)**

WITNESS SIGNATURE

PRESIDENT SIGNATURE

TRAILMASTER SIGNATURE

RETURN ALL FOUR (4) PAGES